



City of Fairfax GIS Data License Agreement

Agreement made this _____ of _____, 20____ between the City of Fairfax (hereinafter referred to as City or Licensor) and the Customer requesting the data (hereinafter referred to as Licensee),

Licensee

Authorized Representative

Address

Title

City, State, Zip Code

(____)_____
Telephone Number

The Licensor agrees to grant and Licensee agrees to accept nonexclusive and nontransferable license to use the digital data listed below in accordance with the terms and conditions of this agreement and referred to in this license agreement as "Data."

Data Set Name(s):

Licensee hereby accepts such appointment and agrees that all orders for the data placed by the Licensee with the City and the relationship of the parties shall be subject to the terms and conditions of this Agreement.

RELATIONSHIP OF PARTIES

The parties shall be deemed to be solely independent contractors and this Agreement shall not be construed to create any partnership, joint venture, or agency.

PROTECTION OF PROPRIETARY RIGHTS

The Licensee acknowledges that pursuant to this Agreement it obtains only the right to use the data and that no right, title, or interest in or to any copyrights, trademarks, or other proprietary rights relating to the data is transferred or licensed from the City to Licensee.

LICENSE

The City grants a nonexclusive, nontransferable license to the Licensee to use the Data located at the Licensee's address above.

Licensee shall not assign this agreement or transfer, sell, lease, distribute, market, export or grant a sublease of Data or the license contained herein to any person except as, and when authorized in writing by the City to do so.

WARRENTY AND DISCLAIMERS

The Data is provided "as is" without warranty of any kind. Licensee assumes the entire risk as to the results and performance of the Data. Should the Data prove defective, Licensee assumes the entire cost of all necessary servicing, repair, or correction. Further, the City does not warrant, guarantee, or make any representations regarding the use of, or results from the use of the Data in terms of correctness, accuracy, reliability, currentness, or otherwise; and Licensee relies on the Data and results solely at their own risk.

This Section survives the termination of the Agreement.

TERMS, CONDITIONS AND TERMINATION

This Agreement shall become effective on the date the City executes the Agreement and transmits a copy of the Agreement to the Licensee.

The Licensee agrees to provide the City with feedback on any errors or modifications that may need to be made to any part(s) of the Data.

Without limiting other remedies available in law or equity, the City may terminate this agreement if the Licensee is in violation of any part of this agreement. Upon such termination, all property of the City shall be returned to the City and no payments made to the City shall be returned to the Licensee.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and shall be treated in all respects as a Virginia Contract.